

CR 2 SETTLEMENT AGREEMENT

Williams/Edward v. City of Seattle, et al.

The parties to this agreement are Rick Williams as Administrator and Personal Representative of the Estate of John T. Williams and Ida Edward, individually (hereinafter "Claimants") and the City of Seattle ("the City"). They have agreed to the following settlement terms:

1. Claimants will file separate claims for damages with the City, one on behalf of Ida Edward and one on behalf of the Estate of John T. Williams.
2. Rick Williams, as Administrator and Personal Representative of the Estate of John T. Williams, will request and recommend appointment by the probate court of a Guardian ad Litem pursuant to RCW 11.96A.160 or Special Representative pursuant to RCW 11.96A.250 to oversee and report to the court on all efforts to determine the possible existence and whereabouts of any issue of the Late John T. Williams.
3. Claimants and claimants' counsel will provide the probate court and/or the Special Representative or Guardian ad Litem with all information in their possession regarding the possible existence and whereabouts of any issue of the Late John T. Williams. Claimants and claimants' counsel will cooperate fully with the Special Representative or Guardian ad Litem with the goal of determining whether any issue of the Late John T. Williams exist.
4. Rick Williams, as Administrator and Personal Representative of the Estate of John T. Williams, will make any necessary application to the probate Court in the Estate of John T. Williams, 10-4-05328-7 SEA, for approval of all actions taken by him in relation to this settlement and the settlement funds. Rick Williams, as Administrator and Personal Representative, will provide notice to the City of all such applications and any hearings held or orders issued thereon.
5. Subject to probate court approval of the agreement by Rick Williams as Administrator and Personal Representative of the Estate of John T. Williams to this settlement and division, the City will pay a total of \$1,250,000 into the Registry of the Court in the Estate of John T. Williams, 10-4-05328-7 SEA and \$250,000 to MacDonald Hoague & Bayless in Trust for Ida Edward. Claimants will request approval of that distribution and the City will not object to it. In the event the probate court requires a different distribution of funds, the parties agree to follow the probate court's order, but the total amount of the settlement will be \$1,500,000.
6. In consideration of such payment, Claimants Ida Edward, individually, and Rick Williams, as Administrator and Personal Representative of the Estate of John T. Williams, on behalf of the Estate of John T. Williams, will release the City of Seattle, and its former and present employees, officials, officers, and agents, including, but not limited to, former SPD Officer Ian Birk, from any liability for any and all damages and fees, including but not limited to, punitive or compensatory damages or penalties, attorneys fees, costs or expenses, arising from

the shooting and death of the Late John T. Williams, and the Public Records Act requests made by or on behalf of the Estate of John T. Williams prior to the date of this CR2 Settlement Agreement. In addition to the provisions stated elsewhere in this agreement, Claimants specifically agree that the release will include the following terms: 1) that the Estate of John T. Williams will indemnify and defend the City of Seattle, and its former and present employees, officials, officers, and agents, including, but not limited to, former SPD Officer Ian Birk, from any future claims brought by or on behalf of, any issue or person claiming to be issue of the Late John T. Williams, whether known or unknown; 2) a specific waiver of uncertain damages in view of *Nevue v. Close*, 123 Wn.2d 253, 867 P.2d 635 (1994); 3) no admission of liability by the City, or its former and present employees, officials, officers, and agents, including, but not limited to, former SPD Officer Ian Birk; 4) that claimants will satisfy any claims or liens that may exist now or in the future that arise out of the subject of their claims; and 5) that all tax consequences and tax reporting obligations are solely the responsibility of the Claimants, except that the City will report the payments as required by law.

7. Upon the entry of an order adjudicating the heirs of John T. Williams, Rick Williams, as Administrator and Personal Representative of the Estate of John T. Williams, may petition the court for an order authorizing partial distribution of the probate estate; however, Claimants will recommend to the probate court that, if no issue are found prior to the distribution of the Estate, the final disposition require \$100,000.00 to be held in the Court registry and the probate estate remain open until March 1, 2014 to defend against or satisfy any claims for individual damages by issue or persons claiming to be issue of the Late John T. Williams, and that such \$100,000 not be distributed to any other heir until that date or until final disposition of any such claim, if such claim is made prior to that date. If, after March 1, 2014, no issue of the Late John T. Williams are found, the \$100,000 will revert to the Estate of John T. Williams for distribution.

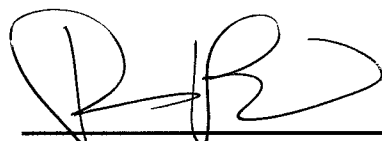
8. The parties will issue a mutually agreeable, joint press statement.

Terms agreed to April 27, 2011

On behalf of the City of Seattle:


Jean Boler, Civil Division Chief

On behalf of Rick Williams as
Personal Representative of the Estate of
John T. Williams, the Estate of
John T. Williams, and Ida Edward


Timothy K. Ford